



7500 Old Georgetown Road
Suite 1350
Bethesda MD 20814
866-581-4498
877-783-8516 Fax
www.bsifinancial.com

January 13, 2016

DARLENE MCGILVRAY
9178 CHRISTOPHER ASHLEY R
LYLES TN 37098

Dear DARLENE MCGILVRAY,

We have reviewed the financial information received and after a careful evaluation of your financial situation, we are pleased to inform you that you have been conditionally pre-approved for a loan modification under the following estimated terms. **Please be advised that before we can process your modification, we require documentation regarding your bankruptcy.**

- ☐ Chapter 7 Discharge: Documentation showing the mortgage debt has been reaffirmed is required before we can proceed. Please provide the executed Reaffirmation Agreement.
- ☐ Active Chapter 7: Documentation showing the mortgage has been removed from this Bankruptcy filing is required before we proceed. Please provide executed Relief Order or other applicable document(s) filed with the court.
- ☒ Active Chapter 13: Permission from the BK trustee is required before we can proceed. Please provide executed Approval Order from the Bankruptcy Trustee

Enclosed please find the modification documents detailing the preapproved terms of your offer. These terms are preliminary and due to the timing in which it may take to obtain your bankruptcy documentation, the terms may change. ***Please do not send back the signed documents or cash contribution until the above bankruptcy requirement has been fulfilled and you are sent a final approved modification agreement.***

If you have any questions, please contact Kyle Quinn directly toll free at 1-866-581-4498, Monday through Friday from 9:00 a.m. to 6:00 p.m. EST., or Saturday by appointment. Kyle Quinn has been specifically assigned to your account to assist you throughout this process.

Sincerely,

Kyle Quinn
Loss Mitigation Department

* This is an attempt to collect a debt. Any information obtained will be used for that purpose.

* Notice: BSI Financial Services, Inc. is a licensed mortgage servicer and debt collector.

Licensed as Servis One, Inc. in the state of Florida Licensed as Servis One, Inc., dba BSI Financial Services in the state of Colorado. Colorado Office: 13111 East Briarwood Avenue, Suite 340, Centennial, CO 80112 (303)309-3839 Licensed as Servis One, Inc., dba BSI Financial Services in Alaska, Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Georgia, Hawaii, Idaho, Indiana, Iowa, Kansas, Louisiana, Maine, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, South Dakota, Tennessee, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. Licensed as Servis One, Inc., dba BSI Financial Services, Inc. in Delaware, Illinois, Kentucky, Maryland, Michigan, Missouri, Mississippi, Nebraska, Nevada, Pennsylvania, Rhode Island, South Carolina and Texas. North Carolina Collection Agency Permit #108732 Page 1 of 1



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January 13, 2016

DARLENE MCGILVRAY
9178 CHRISTOPHER ASHLEY RD
LYLES, TN 37098-2841

ACCOUNT: 9691

Dear DARLENE MCGILVRAY,

Congratulations! You are eligible for a permanent loan modification. As part of our loan modification program, if you follow the steps in this letter, we will modify your mortgage loan and, upon you making your first payment, your loan will no longer be considered delinquent.

Please note, failure to return both copies of your documents and contribution by the date below may result in an increase in the required contribution amount.

The enclosed Modification Agreement reflects the proposed terms of your modified mortgage.

How to Accept This Offer:

STEP: 1 COMPLETE AND RETURN THE AGREEMENT BY THE DUE DATE

To accept this offer, you must sign and return **BOTH COPIES** of the Modification Agreement, as well as any required contribution and documents mentioned above, to us in the enclosed, pre-paid envelope by **MARCH 1, 2016**. If the Modification Agreement has notary provisions at the end, you must sign both copies before a notary public and return the notarized copies to us. We encourage you to make a copy of all documents for your records. If you do not send both signed copies of the Modification Agreement and the required contribution and documents by the above date, you must contact us if you still wish to be considered for this program and have your loan modified.

This offer will not be accepted and your loan will not be modified unless and until (1) we receive the documents described herein, properly completed, (2) your down payment has cleared our bank (if applicable), and (3) the finalization of your escrow account does not reveal any unpaid items that result in a higher escrow payment than initially calculated and causes the total payment to exceed the maximum allowable debt to income ratio..

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BSI Financial Services NMLS # 289267. Customer Care Hours: Monday. – Friday 9:00 am to 6:00 pm (EST), Saturday by appointment. Colorado Office Location: 13111 E. Briarwood Ave., Suite 340, Centennial, CO 80112 (303) 309-3839. Licensed as a Debt Collection Agency by the New York City Department of Consumer Affairs, (# 2001485-DCA). North Carolina Collection Agency Permit (# 108732).

If you have filed a bankruptcy petition and there is an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If either of these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.



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STEP: 2 KEEP YOUR LOAN CURRENT – MAKE TIMELY PAYMENTS

Be certain to make your regular payments on or before the dates they are due. If your payments are made after their due dates or in amounts different from the amount required, you may lose your eligibility for future loss mitigation assistance.

To better understand the proposed terms of your modified mortgage, please read the attached summary of your modified mortgage and the Modification Agreement.

We look forward to hearing from you no later than **MARCH 1, 2016**.

Notwithstanding anything herein to the contrary, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case or you have received in that case a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, however, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.

Attachments: Summary of Your Modified Mortgage, Two copies of the Modification Agreement

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SUMMARY Here is a summary of the proposed terms of your modified mortgage.

NEW PRINCIPAL BALANCE. Any past due amounts, including unpaid interest, real estate taxes, insurance premiums, and certain assessments paid on your behalf to a third party, have been added to your mortgage loan balance.

INTEREST RATE. The interest rate on your modified loan will be fixed for the remaining term of the loan modification.

TERM EXTENSION. To reduce your mortgage payment, we may extend the term of your mortgage. This means we will spread your payments over a longer period.

FEES. There are no fees or other charges for this modification.

ESCROW ACCOUNT. The terms of your loan require the servicer to set aside a portion of your monthly payment in an escrow account for payment of your property taxes and other required fees. Any prior waiver of escrows by your lender is no longer in effect. BSI will draw on this account to pay your real estate taxes as they come due. Please note that your escrow payment amount will adjust if your taxes and/or assessment amounts change, so the amount of your monthly payment that BSI must place in escrow will also adjust as permitted by law. This means that your monthly payment may change. Your initial monthly escrow payment will be **\$78.00**. This amount is included in the loan payment noted in Item 1 of the enclosed Supplemental Modification. Your next payment is due **April 1, 2016** and your current total payment is **\$840.84**. BSI Financial Services requires a 12 month reserve amount in order to pay your taxes for the first year. After the first year, it is likely your payment will be reduced to an amount less the additional payment due to the escrow shortage being satisfied.

REPRESENTATIONS. Please read the enclosed Modification Agreement carefully and make sure that you understand it. If you have any questions, please contact us at 1.866.209.4178.

Sincerely,

BSI Financial Services

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NMLS # 289267

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LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 6th day of JANUARY 2016, between DARLENE MCGILVRAY ("Borrower") and Ventures Trust 2013-I-NH ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated MAY 7, 2009 and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

9178 CHRISTOPHER ASHLEY RD, LYLES, TN 37098-2841
(Property Address)

The real property described being set forth as follows:

EXHIBIT A - LEGAL DESCRIPTION

Tax ID Number(s): **MAP 38 PARECEL 38.05**

Land situated in the County of Hickman in the State of TN

BEGINNING AT A ½ INCH ROD WITH AN IDENTIFICATION CAP (R.L.S. # 1887) FOUND AT THE SOUTHEAST CORNER OF HOWARD GOWER AND RANDY SELF (DEED BOOK 130, PAGE 562) AND AN INTERIOR CORNER ON THE WESTERLY LINE OF RANDY SELF (DEED BOOK 130, PAGE 855), THE SAME BEING AN INTERIOR CORNER ON THE NORTHERLY LINE OF HOWARD GOWER (DEED BOOK 130, PAGE 660) AND AN INTERIOR CORNER ON THE NORTHERLY LINE OF THE TRACT HEREIN DESCRIBED; AND RUNS THENCE SOUTH 51 DEGREES 17 MINUTES 51 SECONDS EAST 211.14 FEET WITH SAID SELF WESTERLY LINE TO A

½ INCH IRON ROD WITH AN IDENTIFICATION CAP SET; THENCE WITH A SEVERANCE LINE OF THE AFOREMENTIONED GOWER PARCEL AS FOLLOWS: SOUTH 31 DEGREES 08 MINUTES 32 SECONDS WEST 307.05 FEET, PASSING A ½

INCH IRON ROD WITH AN IDENTIFICATION CAP SET ON THE NORTHERLY RIGHT OF WAY OF A NEW 50 FOOT WIDE ACCESS EASEMENT AT 66.49 FEET AND A ½ INCH ROD WITH AN IDENTIFICATION CAP SET ON THE SOUTHERLY RIGHT OF WAY OF SAID NEW ACCESS EASEMENT AT 112.67 FEET TO A ½ INCH IRON ROD WITH AN IDENTIFICATION CAP SET; THENCE SOUTH 55 DEGREES 27 MINUTES 24

SECONDS WEST 96.40 FEET TO A ½ INCH IRON ROD WITH AN IDENTIFICATION CAP SET; THENCE SOUTH 78 DEGREES 46 MINUTES 25 SECONDS WEST 95.49 FEET TO A ½ INCH IRON ROD WITH AN IDENTIFICATION CAP SET; THENCE NORTH 70 DEGREES 38 MINUTES 47 SECONDS WEST 163.03 FEET TO A ½ INCH IRON ROD WITH AN IDENTIFICATION CAP SET; THENCE NORTH 59 DEGREES 49 MINUTES 51 SECONDS WEST 156.31 FEET TO A ½ INCH IRON ROD WITH AN IDENTIFICATION CAP SET; THENCE NORTH 17 DEGREES 14 MINUTES 55 SECONDS WEST 345.39 FEET TO A ½ INCH IRON ROD WITH AN IDENTIFICATION CAP SET; THENCE NORTH 75 DEGREES 29 MINUTES 57 SECONDS WEST 520.23 FEET, PASSING A ½ INCH IRON ROD WITH AN IDENTIFICATION CAP SET AT

420.23 FEET, TO A POINT IN THE CENTER OF MILL CREEK, THE SAME BEING A POINT ON THE EASTERLY LINE OF JOHNNY AND NORMA CROW (DEED BOOK 85, PAGE 174); THENCE NORTH 54 DEGREES 49 MINUTES 17 SECONDS EAST 156.00 FEET WITH THE CENTER OF SAID CREEK AND WITH SAID EASTERLY LINE TO A POINT, THE SAME BEING THE SOUTHWEST CORNER OF THE AFOREMENTIONED GOWER AND SELF PARCEL; THENCE SOUTH 77 DEGREES 08 MINUTES 30 SECONDS EAST 948.97 FEET WITH THE SOUTHERLY LINE OF SAID PARCEL, PASSING A ½ INCH IRON ROD WITH AN IDENTIFICATION CAP SET AT 30.00 FEET TO THE POINT OF BEGINNING, AS PER SURVEY OF DEVON R. ACHESON, TN R.L.S. NO. 1867, DATED FEBRUARY 26, 2001.

Being the same property conveyed to Darlene McGilvary, by deed dated June 08, 2001 of record in Deed Book 6, Page 153, in the Hickman County Clerk's Office.

Group Number: N/A

Commonly known as: 9178 Christopher Ashley Road, Lyles, TN 37098

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of MARCH 1, 2016, the amount payable under the Note and the Security Instrument (the "Interest Bearing Unpaid Principal Balance") is U.S. \$175,923.86 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized, less a deferred principal amount of \$36,011.67 and any forgiveness or down payment received towards arrearage.
2. Borrower promises to pay the Interest Bearing Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Interest Bearing Unpaid Principal Balance at the yearly rate of 4.2500%, from MARCH 1, 2016 with a first payment starting on APRIL 1, 2016, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The P&I payment is \$762.84, estimated T payment is \$78.00, for a total PITI of \$840.84. The yearly rate of 4.2500% will remain in effect until principal and interest are paid in full. If on MARCH 1, 2056 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, plus deferred amounts indicated above, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1 of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

Notwithstanding anything herein to the contrary, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case or you have received in that case a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, however, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.

BORROWER EXECUTION

Darlene H. McGilvray
-Borrower

By: _____

-Borrower

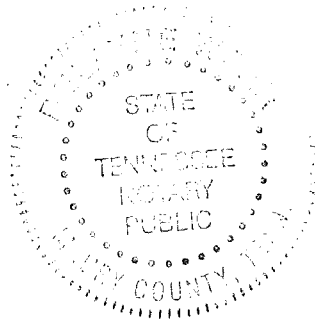
STATE OF Tennessee §

COUNTY OF Maury §

On this day Jan. 28, 2016, before me, the undersigned authority, personally appeared

Darlene H. McGilvray, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and upon his {her} oath(s) acknowledged to me that he {she} executed the same for the purposes and consideration therein expressed.

(SEAL)



DeLayne Wear
(Notary Signature)

Expires 7-22-2019

LENDER EXECUTION

Ventures Trust 2013-I-NH, By BSI Financial Services, Its Attorney In Fact, By _____,
Its Vice President

STATE OF _____ §

COUNTY OF _____ §

On this day _____, before me, the undersigned authority, personally appeared

_____, known to me to be the person(s) whose name(s) is/are subscribed to the
foregoing instrument, and upon his{her} oath(s) acknowledged to me that he{she} executed the same for the purposes
and consideration therein expressed.

(SEAL)

(Notary Signature)

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